

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT
PRELIMINARY ENGINEERING AND
ENVIRONMENTAL DOCUMENTATION SERVICES**

CITY OF LINCOLN, NEBRASKA
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. HSIP-5227(7)
CONTROL NO. 12944
N 14TH ST, (EB) ON-RAMP TO US-6

THIS AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as the Local Public Agency or LPA, and The Schemmer Associates, Inc., hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project at the intersection of North 14th Street and the east bound US Hwy 6 (Cornhusker Hwy) off-ramp, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation related program requirements, so that Consultant's costs under this agreement will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this agreement the following terms are used, they will have the following meaning:

"LPA" stands for Local Public Agency, and in this agreement means the City of Lincoln, Nebraska, unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"CONSULTANT" means the firm of The Schemmer Associates, Inc. and any employees thereof, whose business and mailing address is 1044 N 115th Street, Suite 300, Omaha, NE 68154, and.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Parsons Brinckerhoff Inc., and any employees thereof, whose business and mailing address is ~~1411 Lincoln Mall, Suite 300~~, Lincoln, NE 68508, and *1225 'L' St., Suite 502*

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation, and

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

To "ABANDON" the services means that the LPA has determined that conditions or intentions as originally existed have changed and that the services as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To "SUSPEND" the services means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the services completed or submitted are unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the services or to reinstate it under the conditions as defined in this agreement, and

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA, and

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective on the date it is signed by the State and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 5. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Consultant agrees to provide preliminary engineering services for Project No. HSIP-5227(7), Control No. 12944, in Lancaster County as set out in Exhibit "B", entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "B" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "B".

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

SECTION 6. STAFFING PLAN (For PE Services)

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the services under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "B" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, and attach it to this agreement. This form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE (PE)

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all the services according to the schedule in attached Exhibit "B" and shall complete all services required under this agreement in a satisfactory manner.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the LPA may constitute a basis for an extension of time.

SECTION 9. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the Exhibit "D", attached hereto and hereby made a part of this agreement.

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$24,426.77 and up to a maximum amount of \$190,121.58 for actual costs in accordance with Exhibit "D". The total agreement amount is \$214,548.35.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's work product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work project of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration, or reworking of the Consultant work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this

agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For the abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA at the conclusion of the project without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential

information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 16. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for services covered by this agreement without the prior written consent of the employer of the persons.

SECTION 17. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

SECTION 18. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 19. RESPONSIBILITY FOR CLAIMS AND LIABILITY (PE) (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 20. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 21. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 22. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 24. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 25. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 27. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide environmental documentation.

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 28. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

A. Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude

any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.

- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
 - i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.
2. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that

this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 29. (LPA) CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 30. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement.

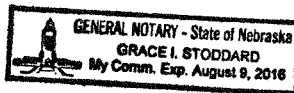
EXECUTED by the Consultant this 24 day of October, 2012.

THE SCHEMMER ASSOCIATES, INC.
Steve Kathol, P.E.


Principal

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this 24 day of October, 2012.




Notary Public

EXECUTED by the LPA this _____ day of _____, 2012.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 2012.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

**SCOPE OF SERVICES
PRELIMINARY DESIGN
PROJECT: HSIP-5227(7)
CONTROL NO.: 12944**

**LOCATION: N. 14th Street & Eastbound U.S. 6 On-Ramp – Lincoln, NE
TYPE OF WORK: Safety Project**

EXHIBIT B

PROJECT DESCRIPTION

The scope of the project consists of the reconstruction of the northbound and southbound N. 14th Street to eastbound U.S. Highway 6 (US-6) on-ramp in the City of Lincoln. This will include, as needed, reconstruction of the intersection at N. 14th Street with the eastbound US-6 off-ramp and portions of US-6. An alternatives analysis will be completed to evaluate modifying the eastbound US-6 on-ramp. The current eastbound on-ramp is deficient in sight distance and acceleration/merge length creating a condition which has exhibited higher than average crash rates.

In fulfillment of the NEPA process, alternatives will be investigated to replace the aforementioned eastbound on-ramp. Up to four alternatives will be developed and analyzed with input provided by the City of Lincoln, NDOR, design team, and local stakeholders to select the recommended alternative. Alternatives will be investigated to the extent necessary to develop a comparison matrix documenting the major benefits, costs, and subsequent impacts to the environmental resources.

This scope assumes the selected alternative will not require the acquisition of property for additional right-of-way and will include either the lengthening of the existing on-ramp merge area or removing the existing northbound/southbound to eastbound on-ramp to US-6 and reconstruction of N. 14th Street from Saunders Avenue to the south bridge approach of US-6. Within the limits of N. 14th Street, a new terminal/intersection may be constructed near the existing eastbound off-ramp terminal at N. 14th Street. A new eastbound on-ramp may be reconfigured to the west of N. 14th Street in a loop interchange configuration with a parallel acceleration lane entering eastbound US-6. To accommodate the eastbound acceleration lane, eastbound US-6 may be shifted north by reducing the width of the 16-ft. raised median. The extent of reconstruction/reconfiguration on US-6 is anticipated to be 1,200 feet with adjustments to existing storm drainage as necessary to match the shifted roadway.

Existing drainage patterns will be studied with the intent of minimizing impacts to regional drainage. Local drainage is expected to include new inlets and trunk lines to accommodate an urban curb and gutter typical section. As part of this project, coordination with local agencies will be necessary for the Salt Creek floodplain.

During construction, local and regional detours are anticipated to minimize construction time. However, local and emergency access will be evaluated and final decisions will include input from local stakeholders. At a minimum, phasing will consider maintaining north-south traffic through the area, including pedestrian and bicycle traffic. Additional study will include stakeholder meetings with Lincoln Fire/Rescue to assess the need for maintaining access on N. 14th Street from Station 10, located just north of the project area. If necessary, traffic will be maintained in a variety of ways including reconstruction of N. 14th Street one-half at a time and utilizing temporary surfacing as necessary to provide adequate roadway width for all modes of transportation. One lane of eastbound US-6 will be maintained at all times during construction.

New signing and pavement striping will be installed with this project.

Functional and final design will be added to this contract, as a supplemental agreement, once a preferred alternative has been identified following the Plan-in-Hand meeting.

LPA/NDOR TO PROVIDE OR COMPLETE

1. Sample plans on a similar project.
2. As-built plans of existing facility.
3. Traffic Volumes (existing and 2040) and Accident Data.
 - a. Includes pre- and post-Husker home football game traffic volumes
4. Electronic Aerial photos in TIF format.
5. NDOR Hydraulic Analysis Guidelines 2009.
6. Public Meeting brochure format and samples
7. Adjacent property ownership data.

8. Deeds for previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).
9. Control points, ties, and benchmark information.
10. Right-of-way plans, plats and/or maps.
11. LIDAR DTM (DAT or TIN) on DVD.
12. Wetland delineation and mitigation area design parameters.
13. Information available on the Department's website (www.dor.state.ne.us)
 - a. Geopak downloads (includes criteria files)
 - b. CADD Policy
 - c. Design drafting cell libraries
 - d. State of Nebraska Minimum Design Standards 2008
 - e. NDOR Design Process Outline (DPO), which also includes the plan-in-hand report outline, summary of quantities list, and checklists for design, plan-in-hand, earthwork, public hearing, and cost estimate.
 - f. NDOR Pipe Policy. (<http://www.dor.state.ne.us/docs/pipe-policy-english.pdf>)
 - g. Nebraska Highway Reference Log Book 2008. (<http://www.transportation.nebraska.org/docs/logbook.pdf>).
 - h. NDOR Access Control Policy, 2006 (<http://www.nebraskatransportation.org/roway/pdfs/accesscontrol.pdf>)
 - i. Standard item list.
 - j. Roadway Standard Plans/Standard Special Plans
 - k. Border sheets (MicroStation files) (<http://www.nebraskatransportation.org/roadwaydesign/microstation.htm>).
 - l. MicroStation bridge design files, including base sheets, current design standards, libraries, etc.
 - m. Traffic signing cell library.
 - n. Nebraska Topography Labeling Application (mdl application for use with Geopak).
 - o. NDOR Roadway Design Manual, 2006 (<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwydesignman.pdf>).
 - p. Survey & Planimetric Info & Guidelines (<http://www.nebraskatransportation.org/roadway-design/planimetric.htm>)
 - q. NDOR Drainage Design and Erosion Control Manual (<http://www.transportation.nebraska.gov/roadway-design/dd-ec-manual.htm>).
 - r. NDOR Bridge Office Policies and Procedures Manual. (BOPP) (<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
 - s. NDOR ROW Manual.
 - t. NDOR Hydraulic Analysis Guidelines, 2009
 - u. NDOR Consultant Manual.
14. NDOR survey manual.
15. Survey traffic control policy.
16. Traffic safety signs (survey/inspection).
17. Information on USC and GS and/or USGS bench marks.
18. USGS Quad map(s) for the project.
19. State Plane Coordinate Manual.
20. NDOR Policy for Accommodating Utilities on Highway Right-of-Way.
21. Names of known utilities, addresses and permits listing use and occupancy permit data.
22. Traffic Study Traffic Engineering Recommendations.

APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications. These publications and others which the Consultant may use in this work are:

1. AASHTO LRFD Bridge Design Specifications, 4th Edition.
2. Nebraska Minimum Design Standards – Counties, Municipalities, State, 2008 (<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/MinDesStds.pdf>).
3. A Policy on Geometric Design of Highways and Streets 2004 (AASHTO).
4. State of Nebraska 2006 Roadway Design Manual (<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwdesignman.pdf>).
5. Nebraska Department of Roads' Bridge Office Policies and Procedures Manual (BOPP). (<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
6. Highway Capacity Manual - Transportation Research Board Special Report HCM2000.
7. State of Nebraska, Department of Roads, Standard Specifications for Highway Construction 2007. (<http://www.transportation.nebraska.gov/ref-man/specbook-2007.pdf>).
8. NDOR Policy for Accommodating Utilities on State Highway Rights-of-Way.
9. A Guide for Design of Structural Supports for Highway Signs, Luminaries and Traffic Signals (AASHTO).
10. IES Lighting Handbook (Illuminating Engineering Society).

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Control No.: 12944

Location: N. 14th Street & Eastbound U.S. 6 On-Ramp – Lincoln, NE
Preliminary Design

Exhibit B
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11. An Informational Guide for Roadway Lighting (AASHTO).
12. Roadway Lighting Handbook (USDOT, FHWA).
13. National Electric Code (NFPA).
14. National Electric Safety Code (IEEE).
15. Guide for Standardized Highway Lighting Pole Hardware (AASHTO, ARTBA, AGC).
16. Manual on Uniform Traffic Control Devices (FHWA).
(<http://www.mutcd.fhwa.dot.gov/kno-millennium.htm>).
17. Traffic Control Devices Handbook (FHWA).
18. NDOR Crew Traffic Control Policy.
19. NDOR Instructions to Flaggers.
20. Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual.
21. Reference Guide Outline, Specifications for Aerial Surveys and Mapping by Photogrammetric Methods for Highways. (FHWA)
22. United States National Map Accuracy Standards Manual of Photogrammetry, Fifth Edition (American Society of Photogrammetry) and/or Digital Photogrammetry (An Addendum to the Manual of Photogrammetry and Remote Sensing).
23. U.S. Geological Survey National Mapping Program Standard for Digital Orthophotos. (Released 12/96).
24. Federal Aid Policy Guide, 23 CFR 650A.
25. FHWA Publication No. FHWA-IP-90-017, Hydraulic Circular No. 18 (HEC18).
26. Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS).
27. Bridges, Structure, and Hydraulics; FHWA Hydraulic Regulations and Non-Regulatory Supplements, Title 23, Section 650, Subpart A.
www.fhwa.dot.gov/engineering/hydraulics/policymemos.cfm
28. Federal Highway Administration Publication No. 18 (Evaluating Scour at Bridges)
www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
29. Hydraulic Engineering Circular No. 20, Stream Stability at Highway Structures
No. NHI-01-002. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
30. Hydraulic Design Series No. 5, Hydraulic Design of Culverts Report
No. FHWA-IP-85-15. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
31. NDOR Publication "So You Want Access To The Highway".
<http://www.nebraskatransportation.org/row/pdfs/accessshwy.pdf>
32. NDOR Drainage Design and Erosion Control Manual.
33. Urban Drainage Design Manual Second Edition Publication No. NHI-01-021 (HEC22).
34. Hydraulic Design of Highway Culverts Report No. NHI-01-020.
35. Roundabouts: Informational Guide Publication No. FHWA RD-00-067.
36. Rules & Regulations for Highway Rail Grade Crossings.
37. American Railway Engineering and Maintenance of Way Association (AREMA) Manual.
38. Accessible Public Rights of Way Guide, July 2007).
39. Americans with Disabilities Act (ADA).
40. Americans with Disabilities Act Accessibility Guidelines.
41. AASHTO Roadway Design Publication.
42. AASHTO Guide for the Development of Bicycle Facilities 1999.
43. TRB Designing Safer Roads Practices for Resurfacing, Restoration and Rehabilitation 1987. Report 214 (for 3R projects only).
44. U.S. Geological Survey National Mapping Program Standard for Digital Ortho-photos (Release 12/96).
45. LPD Guidelines Manual for Federal Aid Projects.

* If discrepancies occur between these publications, Consultant shall get a decision from the NDOR Project Coordinator.

TASK 1 PROJECT MANAGEMENT

a. Project Management

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-Consultants. Provide regular progress reports with invoices.

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects, including the Lincoln Planning Department's entryway corridor project. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities.

c. Design Memorandum

The Consultant will prepare a design memorandum using DR Form 190, "Principle Controlling Design Criteria" establishing the design criteria to be used on the project and submit the information to Responsible Charge (RC) for concurrence.

TASK 2 GENERAL PROJECT MEETINGS

a. Kick-Off Meeting (1)

Upon notice from the RC, the Consultant will schedule and attend a kick-off meeting with the Local Public Agency (LPA) staff. The RC will supply a list of invitees and the Consultant will be responsible for notifying the attendees.

b. Progress Meetings (3)

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. Utility review / coordination will occur with the progress meetings. The number of meetings and attendees can be found in the Work Plan.

c. Review Meetings (1)

The Consultant will schedule and attend review meetings to receive the RC's review comments from the submittals.

d. Plan-in-Hand

The Consultant will schedule and attend a plan-in-hand field inspection. This field inspection will follow the review of the plan in hand plans by the RC and NDOR.

TASK 3 TOPOGRAPHIC SURVEY

a. Topographical Survey

The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, alleys and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles necessary for the hydrologic study and hydraulic design of the drainage system. A topographic survey will be performed using electronic 'Total Station' technology in MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location (station and offset will be noted on the plans). The tree count will be conducted after the design has sufficient detail to identify which trees may be impacted by the project.

The limits of the survey will include the entire right-of-way on N. 14th Street from 300 feet south of Saunders Avenue to Garber Avenue north of US-6. Where buildings are adjacent to right-of-way, the survey will include topographic information to the face of structure. On US-6, survey will be collected from 900 feet west and east of N. 14th Street including the bridge at N. 14th Street. All existing features will be located including a one-call for utilities, manholes, valves, inverts, and structure sizes. Major drainage channels will be surveyed to the outlet in Salt Creek.

b. Base Map Preparation

Consultant will create the base map using the topographic survey data.

c. Horizontal Control

The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the State Plane Coordinate System using known land survey monuments.

d. Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Lincoln projects in the area can be done for "design-fit" confirmation.

e. Locate Section Corners

The Consultant will survey section corners in order to assemble the geometry to create the right-of-way drawings.

f. Bench Level Run

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The Consultant will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied benchmarks provided by the LPA in NAVD 88.

g. Utility Locates

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

TASK 4 RIGHT OF WAY SURVEY

The Consultant shall provide the complete Right-of-Way survey which must include the locating and/or establishing of land corners, lot corners, and to establish coincidence of these corners with the project centerline alignment or coordinate control.

The Consultant shall make sure the survey notes and accuracy are done according to professional land surveying practices, and must include sufficient data to compute and draft accurate metes and bounds descriptions of Right-of-Way and easement takings for deeds and eminent domain proceedings.

In urban areas, the Consultant shall locate and/or establish block corners or street monuments sufficient to determine existing Right-of-Way limits of the street, and to determine existing Right-of-Way limits and direction of intersecting streets. The Consultant shall include the descriptions of each corner, or monument, tie each corner or monument to project centerline or the coordinate control in the survey notes, and establish witnesses as necessary under good land survey practices.

The Consultant shall qualify discrepancies or deviations from existing plat data.

The Consultant shall tie the necessary land monuments (section and quarter section line monuments) to the project's coordinate control or to the survey baseline by station, plus and distance right or left to the nearest one-hundredth (0.01) foot.

The Consultant shall furnish a copy of the survey plat in accordance to professional land surveying laws and practices.

TASK 5 UTILITY COORDINATION

a. Utility Location/Verification

The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

b. Utility Plan Submittals

With each plan submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

TASK 6 PUBLIC INVOLVEMENT

a. Public Involvement Plan

The Consultant will develop a public involvement plan for review and approval by the RC. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the RC prior to distribution. The information will be submitted for review a minimum of one week prior to publication. The City of Lincoln will develop and maintain a database of project stakeholders.

b. Key Stakeholder Outreach (2 Meetings)

The Consultant and LPA staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.

c. City Council/County Board

At the request of the RC, the Consultant will provide supporting material or presentation material to the City for City Council / County Board updates.

d. Open Houses (1 Meeting)

The Consultant will schedule, arrange, and facilitate one (1) public open-house meeting. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open houses will be published 10 days prior to the event in a local newspaper as well as the project website.

During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

e. Website / Newsletters / Informational Materials

The Consultant will develop and maintain a web site for this project. The web site can reside on the Consultant's web page, but must be linked to the City of Lincoln's web page and must adhere to the City's standards in regards to content and appearance. The Consultant shall review and update the web site at a minimum on a monthly basis and will post/update open house information within 48 hours of open houses being scheduled. The web site shall be functional within three weeks of notice to proceed. The Consultant will develop and reproduce one (1) newsletters throughout the course of the project. Newsletters shall be mailed to all project stakeholders and posted to the web site. The Consultant shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the RC. All informational materials shall be reviewed and approved by the RC prior to printing and distribution.

f. Public Involvement Documentation

For inclusion in the NEPA documentation, the Consultant will document all public involvement activities through, and including, the public meeting. The documentation shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

TASK 7 DRAINAGE ANALYSIS

a. Hydraulic/Hydrologic Analysis

The Consultant shall design open and closed drainage systems in accordance with the most current edition of the Nebraska Department of Roads, "Drainage Design and Erosion Control Manual". NDOR and FHWA are still refining their policy for storm sewer participation and updated guidance will be included in the NDOR LPA Manual. However, Chapter 6 of the LPA manual is the current policy and provides guidance for drainage design. Only those portions of the system directly impacted by the transportation project may receive Federal-aid Highway Transportation funds. The pay items for components related to the storm water drainage system need to be separated out, so that the amount of Federal-aid participation can be determined.

b. Preliminary Drainage Studies

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the RC, hydraulic design calculations and GEOPAK drainage models will be submitted for review.

Understandings and Assumptions for the drainage analysis task

• Floodplain Study

Based on current information, the project limits lie within the Salt Creek flood plain boundary. Floodplain coordination with the U.S. Army Corps of Engineers, Nebraska Game & Parks Commission and Lincoln/Lancaster County Building and Safety Department are anticipated to minimize impacts to the Oak Creek-Salt Creek floodplain

TASK 8 TRAFFIC STUDY

a. Traffic Data Collection - 48- hour machine counts

The Consultant will conduct the 48-Hour Machine Counts at the following location to obtain 85th percentile speeds, vehicle classification and the average daily traffic. The machine counts will be completed at the following locations:

- N. 14th Street, south of Dawes Avenue
- N. 14th Street, north of Dawes Avenue
- Eastbound US-6 off-ramp at N. 14th Street
- Eastbound US-6 on-ramp from N. 14th Street (northbound)
- Eastbound US-6, at N. 14th Street

b. Traffic Data Collection - peak hour turning movement counts

The Consultant will conduct the following two-hour turning movement counts during the A.M. Peak and P.M. Peak Commuter Periods

- N. 14th Street and eastbound US-6 on/off-ramp

c. Projected Year Traffic Volume Forecast (20 Year Projection)

Consultant will review the projected Year 2040 traffic forecasts. The forecast volumes will be checked for reasonableness and developed into projected turning movement volumes.

d. Traffic Analysis

1. The Consultant will complete capacity calculations for the for the following traffic volume scenarios:

- Existing Conditions (Existing volumes, existing lane configurations)
 - Includes scenarios for pre- and post- Husker football game conditions (traffic volume data to be collected by City of Lincoln)
- Projected Year (20 years beyond construction completion) Conditions (No Build)
- Projected Year (20 years beyond construction completion) Conditions with improvements

The capacity analyses include completing unsignalized intersection capacity analysis, traffic signal warrant analyses, traffic signal capacity analyses and roundabout capacity analysis using Synchro, HCS2010 and Sidra Intersection software.

The Consultant will analyze and develop appropriate improvements to all legs of intersections along the project. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations and turning movement radii based on the design vehicle.

2. Consultant will review the available crashes that have been reported at the study intersection. The crash data review will be summarized into the traffic analysis report. This task will also include use of the Highway Safety Manual to compare the safety benefits of each project alternative.
3. Upon completion of the traffic analysis, the Consultant will prepare a traffic analysis report, to be reviewed by the RC, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

e. Conceptual Alternatives

One informal meeting with the identified agency stakeholders will be conducted in order to present the design alternatives for the project. It is anticipated that four (4) alternatives will be evaluated as part of the scope. They are as follows:

- No-Build alternative
- Extend merge lane from northbound N. 14th Street to eastbound US-6 (Build Alternative A)
- Reconstruct on-ramp as a loop ramp with a roundabout at the intersection with N. 14th Street (Build Alternative B)
- Reconstruct on-ramp as a loop ramp with a traditional intersection at N. 14th Street (either signalized or unsignalized; Build Alternatives C1 and C2)

f. Conceptual Engineering

The conceptual design for the Build alternatives will be conducted to a level that provides the following:

- Calculation of ROW requirements, identification of property owners, delineation of structures to be taken, identification of the number and type of relocations, acreage to be taken, easements, residuals, assessment of access issues
- Calculation of drainage areas and pipe sizes for major drainage ways based on the proposed alignment and profile
- Concept level line and grade
- Concept level cost estimates that include construction, ROW and utilities
- Traffic certification and determination of how traffic will be maintained during construction
- Results of the conceptual engineering as well as the location of environmental resources plotted on a base map
- Concept level construction limits
- Geotechnical data
- Information necessary to complete the environmental document

The Concept design task will be coordinated with the NEPA process. Concept layouts on aerial photography for the build alternatives will be prepared for review by the City and other agencies. Concept design will be completed to approximately 10% of the overall design effort and include concept level limits of construction based on available contour data. The Consultant will prepare design memorandum with project criteria and design standard information for submittal and agreement by the City's Project Manager. An opinion of probable construction costs will also be prepared.

TASK 9 GEOTECHNICAL EVALUATION

a. Data Research

Based upon current site topography, the site grading is expected to be moderate, with cuts and fills expected to be 15 feet or less.

It is anticipated that four (4) soil test borings will be taken along the project. One (1) boring location will be near the intersection with three (3) additional borings to be determined after a site review. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOR Geotechnical Policy and Procedures Manual.

b. Design Recommendations

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing drainage structures and pavements for the project.

c. Geotechnical Report

The Consultant shall prepare and submit three (3) copies of a geotechnical report to the RC for review.

d. Pavement Determination

The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOR) shall be completed by the Consultant and included as part of the documentation.

- e. Summary of Soil and Materials Information Sheets (2-K)
The Consultant shall prepare 2-K sheets.

TASK 10 NEPA ENVIRONMENTAL DOCUMENTATION AND REVIEW

Categorical Exclusion Document and Resource Reviews. The Consultant will complete the Categorical Exclusion (CE) Documentation Form (Form). Consultant will request agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by Consultant. The Form and attachments shall be sent to the Client and NDOR for review and approval. Consultant will submit a revised Form, address NDOR and FHWA comments (for up to two (2) rounds of comments), and prepare the final version of the Form.

a. Resource Review.

Using the Form and NDOR guidance, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way acquisition, relocations and easements (temporary and permanent), Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, air quality, noise, wetlands, floodplains, streams, rivers, threatened and endangered species, environmental justice, farmland and hazardous waste. Some projects require evaluation of public interest, permits and special provisions, and alternatives analysis, as well as impacts to utilities and railroads, airports, socio-economic considerations, Platte River depletions, migratory birds, well head protection areas, construction impacts, aesthetics or other values.

b. SHPO Letter.

A concurrence letter will be prepared for NDOR submittal to the State Historic Preservation Office (SHPO) for Section 106 cultural resource compliance.

c. Section 4(f) / 6(f) Evaluation.

Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. If the situation can be handled as an exemption or de minimis determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter. Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would be considered out of scope and would require a contract amendment.

d. Wetland Delineation. For this project, a full delineation is required and the following definitions will apply:

Full Delineation shall mean delineating wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual and NDOR Memorandum on Qualifications and Documentation Requirements for LPA Project Wetlands Reviews.

The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest or Great Plains Regional Supplements) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field data collection shall be accomplished during the growing season, generally between 1 May and 1 November. The delineation data will be organized in to a clearly written Wetland Delineation Report.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral, etc.) will be based on best professional judgment and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc). Consultant shall take digital ground photos and use GPS to locate wetland boundaries and observation point

locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

For bridges and culverts, the OHWM will be delineated at the location of the bridge hydraulic cross-section(s), if these locations are provided. Where hydraulic cross-sections have been provided, wood lath (or equivalent) shall be placed at the OHWM to identify both the vertical and horizontal OHWM location. In situations where a temporary access crossing for construction may be required, the OHWM will also be delineated upstream and downstream of bridge structures on both banks of the stream using the same method. Beyond the locations of the bridge hydraulic cross-section or temporary crossing locations, the Consultant shall walk the stream channel banks with the GPS unit to obtain a multiple point horizontal OHWM boundary within the identified study area.

Preliminary Determination shall mean identifying potential wetlands and other waters of the US with field observations documented using the Routine Wetland Determination Data Forms (from the 1987 Corps Wetland Delineation Manual); however, no soil sampling will be necessary. Wetland information shall include Cowardin classification (including water regime) and Nebraska Wetland Subclass. Stream channel information shall include general stream channel type (ephemeral, intermittent, perennial) and estimates of width. Locations and estimated boundaries of wetlands and waters shall be recorded on an aerial photograph. Additional figures and ground level photographs should be provided as necessary to characterize the wetlands. A Wetland Delineation Report is not required.

- Review Existing Resources / Databases.

For cultivated fields, the consultant shall review the past 10 years of aerial photographs (if available) and the official 5-year NRCS slide set used for their wetland determinations.

- Field Survey.

Consultant will visit the project site as assigned to determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be delineated with GPS and plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of proposed project(s).

The level of wetland documentation will vary according to location. Along the project alignment, a Full Delineation shall be provided for the area 50 feet beyond the project LOCs or within the project right-of-way (ROW), whichever is farthest from the centerline. A Preliminary Determination shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.). A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas. At culverts and bridges along the project alignment, a Full Delineation (including delineation of the OHWM if present, and adjacent wetlands) shall be provided for the area 150 ft outside of the LOCs or ROW, whichever is farthest from the centerline.

- Documentation of Findings.

Documentation as described above will be submitted to the Client and NDOR as a record of findings. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1-inch = 200-feet.

- Mitigation Site Suitability Memorandum.

If mitigation is required, it is assumed that it will be accomplished at the City of Lincoln's Wetland Bank.

- 404 Permit Application.

If needed, the Consultant will prepare materials for submittal of an application for a 404 permit from the Corps, and for 401 Water Quality Certification or Title 117 compliance from the Nebraska Department of Environmental Quality (NDEQ). If an Individual Permit is required, this will be considered out of scope and added

through an amendment. All materials will be submitted to the Client and NDOR for review and approval prior to submittal to the Corps.

Consultant will prepare a 1st Draft of the 404 Permit Application Package consisting of 404 Permit Application and Wetland Delineation Report, including complete description of the project, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. An electronic file of the documents will be submitted to NDOR for review. Consultant will revise materials per NDOR comments, and resubmit subsequent drafts to NDOR for review and approval. If mitigation is required, a proposal for additional services may be required to develop a mitigation plan.

- Agency Coordination.

Consultant will also handle coordination activities with the Corps and other regulatory and resource agencies, as needed, such as a pre-application meeting, submittal of the 404 permit application package to the Corps and NDEQ, and if needed, an on-site post-application meeting. The 404 authorization must be secured before PSE Turn-in, but not so early that the permit would expire before roadway fill impacts are accomplished. The target date for submittal of a 404 permit application is 12 months prior to letting. Time of the application submittal must be closely coordinated with NDOR.

If needed, Consultant will coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant will obtain a letter of opinion from NDEQ stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.

Consultant will coordinate with the agencies, whether in writing or personal contact, and be available to provide additional information, answer questions, respond to public comments, and attend meetings, if necessary. All correspondence with the Corps and other agencies, if necessary, shall be submitted to the State in draft form for approval at least 10 days before final submittal.

- Floodplains, Streams and Rivers.

Consultant will determine if the project will cross a designated floodplain, and whether the project activities will result in more than a one foot rise or the locally regulated maximum in the 100-year water surface elevation.

Consultant will identify any stream crossings and their hydrologic regime (perennial, intermittent, ephemeral).

Consultant will determine if the project is located 1.5 miles upstream or downstream, or within 0.25 miles of a river segment listed on the Wild and Scenic River or National Recreation River list, or Nationwide Rivers Inventory.

- e. Threatened and Endangered Species Review.

Consultant will prepare the Biological Evaluation (BE) letter for submittal to NDOR. The BE letter will include the project description, habitat impacts, activity checklist, and preliminary wetland determination memo.

- f. Environmental Justice.

Consultant will determine if the project has disproportionate impacts on low-income, minority or other protected populations.

- g. Farmland.

If there is any farmland located in the project area, Consultant will prepare an NRCS Farmland Conversion Form AD-1006 and perform coordination with NRCS.

- h. Hazardous Materials Review and Memo.

Consultant will complete a Hazardous Materials review for the project's environmental study area to identify the presence or likely presence of known or potential hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property.

The review will include a site visit and regulatory database search in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-05, and NDOR Hazardous Materials guidance. The purpose of this review will be to identify regulated facilities within the project's environmental study area or within one quarter mile on either side of the project. Any facilities identified during the review will be assessed and their potential impact on the project discussed in a technical memo. The memo will be included as an appendix to the Form, with the findings summarized in the main body of the Form.

i. Documentation and Revisions.

Consultant will complete the Categorical Exclusion Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the Form and attachments to the Client and NDOR for review and approval. Consultant will address Client, NDOR and FHWA comments and prepare revisions to the Form. For this scope, it is assumed there will be two (2) rounds of revisions for both NDOR and FHWA comments. Consultant will prepare the Green Sheet for the project at the time of the PS&E submittal to NDOR.

Understandings and Assumptions for the environmental documentation tasks

- Air Quality Impact Analysis.

Due to anticipated traffic volumes to be substantial below 100,000 vehicles per day, no effort is assumed to perform an Air Quality Impact Analysis. If requested, this service can be added by amendment.

- Noise Study.

Per NDOR Noise Analysis and Abatement Policy (www.dor.state.ne.us/projdev/docs/noise-pol.pdf), a noise study is not anticipated and no effort is assumed. If requested, this service can be added by amendment.

TASK 11 PRELIMINARY DESIGN

a. Video / Photo Log

The Consultant shall prepare a video and still photo log to be used to document preconstruction conditions.

b. Design Criteria

The Principal Controlling Design Criteria DR form 190; attachment "A" will document the design criteria for the project.

c. Preliminary Title Sheet:

- Project name, location and control number.
- Design standard
- Design traffic data
- Design speed
- Legend
- Index of sheets
- Project length
- Location map
- North arrow
- Miscellaneous notes, i.e. referencing the 2007 NDOR Standard Specifications for Highway Construction.

d. Typical Section Sheets

Typical cross-sections will be developed which accurately represents the lane width, depth of surfacing, curbs, shoulder widths, side slopes, lateral obstacle clearances and sidewalks. A legend will be placed on the plans detailing the information shown in the typical cross-sections. Typical cross-sections will be developed for the total length of the project as noted on the Title Sheet and for any improvements involving surfacing and a vertical and horizontal alignment (trails, frontage roads, etc.).

e. Aerial Photo Sheets \Wetland Sheets (2A\2W)

Sheets will show the pavement outline, north arrow and scale and identify wetlands and channels.

f. Horizontal/Vertical Control Sheets (2H)

Sheets will show the horizontal and vertical control points and ties.

Project No.: HSIP-5227(7)

Control No.: 12944

Location: N. 14th Street & Eastbound U.S. 6 On-Ramp – Lincoln, NE

Preliminary Design

Exhibit B
Sheet 12 of 16

g. General Notes Sheet (2N)

General notes show or note design details unique to the project.

h. Construction Phasing Plans (2P)

The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The construction phasing plan is to be reviewed by the NDOR District Construction Engineer for constructability.

i. Geometric Sheets (2L)

Geometric sheets will show stations and offsets or coordinate points of the geometric points needed to construct the roadway.

j. Construction \ Drainage Sheets (2L)

Build notes will use NDOR standard bid items and units of measure. Non-standard bid items will need to be reviewed and approved by NDOR. These sheets shall also include build notes for minor adjustments to any City owed water or sanitary sewer lines. Additionally, includes effort for the hydrologic and hydraulic computations used to design the drainage system.

k. Removal Sheets (2L)

Removal notes will use NDOR standard bid items and units of measure. Non-standard bid items will need to be reviewed and approved by NDOR.

l. Plan and profile sheets

Plans will show the following information:

- Vertical and horizontal curve information
- Roadway stationing
- Geometric information if space allows
- Bench marks
- Roadway grades
- Existing topography (manmade and natural)
- Existing known above and below ground utilities
- North Arrow / Scale
- Elevations of the existing roadway along centerline and finished grade elevations.
- Limits of Construction
- Improvements to intersections and drives
- Sidewalk construction (ADA Compliant)
- Existing right of way

m. Roadway Cross-sections

These plans will are to show the existing and proposed roadway cross-section, stationing, grade elevations, the location of the right of way and easements.

n. Summary of Quantities

The Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the LPA as follows:

Cost Update 1 (DR 342 & 343E) Status 30 Preliminary Plans

o. Plan-in-Hand Plans (30%)

All plan sheets will have the following information in a standard NDOR title block. The title block will show the QA/QC review was performed and the name of the individual who performed the review for the PE firm. The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-10, Plan in Hand (30%) Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

After the Plan-in-Hand, the Consultant shall:

- Prepare the Plan-in-Hand report.
- Consolidate comments on one set of 1/2 size Plan-in-Hand plans.

Understandings and Assumptions for the preliminary design tasks:

- The Consultant will prepare project base files and plan sheets in accordance with the NDOR CADD standards.
- The Consultant shall prepare preliminary plans (30% and submit two (2) sets to the LPA three weeks prior to schedule date along with preliminary quantities with the appropriate forms filled out. This information shall also be provided electronically in

- a PDF format. This must include 2A's, typical sections, plan and profile with drainage and driveway build notes, and earth work summary, or 2L's (whichever is applicable), roadway cross-sections, wetland impacts, R.O.W. information (ownerships), and preliminary L.O.C.'s.
- Three weeks prior to Plan-in-Hand, the Consultant shall complete and submit to the LPA an avoidance and minimization analysis and preliminary estimate of wetland impact, if applicable.
 - Scope changes, or adjustments to design criteria due to engineering or economic consideration, must be coordinated with the LPA, documented and approved in writing by the State.
 - The Consultant shall reference all geometrics to the project centerline
 - The Consultant shall attend the Plan-in-Hand field inspection with the LPA.
 - The Consultant shall label the plans "Preliminary, Subject to Change" (see cell library, cell name PNF) until the Registered Engineer's seal and signature are added to the plans

TASK 12 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

a. QA/QC

The Consultant will provide a quality review before the Plan-in-Hand submittal. As part of this task, a copy of their QA/QC plan shall be provided to the RC at the start of the project. The Consultant will also submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

SHEET COUNT

| Sheet Name | Sheet No. | Scale* | No. of Sheets | Plan-in-Hand 30% |
|---|-----------|----------|---------------|------------------|
| Preliminary Title Sheet | 1 | N.T.S. | 1 | X |
| Title Sheet | 1 | N.T.S. | 1 | X |
| Typical Cross-Section Sheets | 2-T | N.T.S. | 1 | X |
| Summary of Quantities Sheet | 2-S | N.T.S. | 1 | X |
| Summary of Soil and Materials Information | 2-K | N.T.S. | 3 | |
| Aerial Photo \ Wetland Sheets | 2-A / 2-W | 1" = 50' | 2 | X |
| Horizontal/Vertical Control Sheets | 2-H | N.T.S. | 2 | X |
| General Notes Sheet | 2-N | N.T.S. | 3 | X |
| Construction Phasing Plans | 2-P | 1" = 50' | 3 | X |
| Geometric Sheets | 2-L | 1" = 20' | 3 | |
| Joints and Grades Sheets | 2-L | 1" = 20' | 3 | |
| Construction \ Drainage Sheets | 2-L | 1" = 20' | 3 | X |
| Removal Sheets | 2-L | 1" = 20' | 3 | |
| Sediment and Erosion Control Sheets | 2-L | 1" = 20' | 3 | |
| Proposed Contour Sheets | 2-L | 1" = 20' | 1 | |
| Roadway Plan and Profile Sheets | 3+ | 1" = 50' | 3 | X |
| Traffic Control Sheets | 3+ | 1" = 50' | 3 | |
| Pavement Marking & Signing Sheets | 3+ | 1" = 50' | 1 | |
| Lighting Plan Sheets | 3+ | 1" = 50' | 1 | |
| Traffic Signalization Sheets | 3+ | Varies | 3 | |
| Earthwork Data Sheets | 3+ | N.T.S. | 1 | |
| Culvert & Storm Sewer Sections | 3+ | 1" = 10' | 3 | X |
| Box Culvert Special Plan | 3+ | N.T.S. | 2 | |
| Roadway Cross-Section Sheets | X- | 1" = 10' | 5 | X |
| * Note: Scale is for a full size plot | | | | |

GENERAL INFORMATION

The Consultant shall prepare and submit the following items to the RC:

1. Technical memos for all pertinent meetings
2. Meeting minutes from all meetings
3. Traffic Analysis report for all intersections as requested
4. Drainage computations, culverts and storm drainage design
5. Miscellaneous correspondence and information related to the project
6. Summary of quantities
7. Permit applications
8. Special Provisions will be developed for items not covered in the 2007 edition of the Nebraska Department of Roads Standard Specifications and Special Provisions for Highway Construction.
9. Intersection Sight Distance Study for all side streets along the main roadway.

FORMAT OF PROJECT PLANS

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 100', and "2L" (enlarged detail) sheets on a scale of 1" = 50' or 1" = 20'.
2. All full-sized plan sheets must be 24" x 36". The border sheet information is on the Department's website (See Sheet 2). The border will measure 20.9" x 31.7". All half-size plan sheets must be on 11" x 17" paper.
3. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
4. The Consultant shall follow the State's CADD drafting procedures and guidelines in preparing the project plans.
 - a. Sheets must be set up according to the State's procedures.
 - b. File names must follow the State's CADD naming convention.
 - c. Line weights, line styles, text size and leveling must follow the State's guidelines.

The CADD files must also conform to the following standards and conventions:

Project No.: HSIP-5227(7)

Control No.: 12944

Location: N. 14th Street & Eastbound U.S. 6 On-Ramp – Lincoln, NE
Preliminary Design

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Sheet 15 of 16

- d. Working units must be:
 1. Master Units = Ft
 2. Sub Units = 1000 TH
 3. Position Units = 1
- e. Coordinates must be in the Nebraska Department of Roads State Plane Coordinate System. *Alternatively*, Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

CROSS-SECTIONS

1. The Consultant shall:
 - a. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
 - b. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
 - c. Stamp or plot in the upper right corner of each sheet the project number (no prefix), sheet number, the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H&V, or 1" = 20' H&V.
 - d. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
 - e. Plot the cross-sections so that there is room for the design cross-section. Do not overlap cross-sections.
 - f. Cut cross-sections at 25 foot intervals (maximum).
 - g. Plot a cross-section at each location where there may be a drainage structure needed and at driveways, intersections, guardrail grading break points, existing culverts, or other unusual features.
 - h. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
 - i. Plot drainage structure cross-sections at the following scales:
 - j. Storm Sewer 1" = 10' H&V.
 - k. Roadway Culverts 1" = 10' H&V.
 - l. Plot computer roadway cross-sections in the following manner:
 - i. Plot original ground with a dashed line.
 - ii. Plot design template with a solid line.
 - m. Indicate railroad right-of-way and highway right-of-way on cross-sections.
 - n. Plot the right-of-way and easements on each cross section.
 - o. Label the cut and fill quantities for each section.

ANTICIPATED SCHEDULE

| | |
|--|---------------------------------|
| 1. Notice to proceed | October 12, 2012 |
| 2. Wetland Delineation | October 31, 2012 |
| 3. Topographic Survey Complete | week of November 4, 2012 |
| 4. Traffic Analysis/Concept Development Complete | week of December 10, 2012 |
| 5. Progress Meeting #1 | week of December 17, 2012 |
| 6. SHPO/BE Submittal | week of December 17, 2012 |
| 7. First Submittal/30% Plans Submittal | week of January 14, 2013 |
| 8. Plan-in-Hand Meeting/Review Meeting #1 | week of February 11, 2013 |
| 9. Public Meeting | week of February 25, 2013 |
| 10. Negotiate Scope/Fee for Final Design | beginning week of March 4, 2013 |
| 11. Categorical Exclusion Submittal | week of March 31, 2013 |
| 12. Progress Meeting #2 | week of April 7, 2013 |
| 13. Categorical Exclusion Approval | week of June 3, 2013 |

Note: Consultant evaluation using DR 54 Form will be completed to correspond to major milestone deliverables noted in previous sections of this Scope of Services.

Ray E. Aldrich

09/24/12


Preliminary Design Project Cost

| | |
|-----------------------------|--|
| Project Name: | N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project |
| Project Number: | HSIP-5227(7) |
| Control Number: | 12944 |
| Location (City, County): | Lincoln, Lancaster |
| Firm Name: | The Schemmer Associates |
| Consultant Project Manager: | Mark Lutjeharms |
| Phone/Email: | W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com |
| LPA Responsible Charge: | Craig Aldridge |
| Phone/Email: | (402) 416-5349 caldridge@lincoln.ne.gov |
| NDOR Project Coordinator: | Raitis Tigeris |
| Phone/Email: | (402) 479-3843 / raitis.tigeris@nebraska.gov |
| Date: | 8/10/2012 |

| Direct Labor Costs: | Hours | Rate | Amount |
|------------------------------------|-------|---------|-------------|
| Personnel Classification | | | |
| Principal | 30 | \$56.51 | \$1,695.30 |
| Project Manager / Senior Engineer | 304 | \$46.76 | \$14,215.04 |
| Project Engineer/Senior Technician | 492 | \$38.96 | \$19,168.32 |
| Engineer/Senior Technican | 8 | \$23.88 | \$191.04 |
| Engineering Technician | 223 | \$20.89 | \$4,658.47 |
| Public Involvement Coordinator | 128 | \$27.62 | \$3,535.36 |
| Registered Surveyor | 25 | \$36.67 | \$916.75 |
| Survey Crew Chief | 202 | \$26.48 | \$5,348.96 |
| Survey Technician | 144 | \$19.30 | \$2,779.20 |
| Administrative Assistant | 7 | \$20.10 | \$140.70 |
| | | | |
| | | | |
| TOTALS | 1563 | | \$52,649.14 |

| Direct Expenses: | | Amount |
|---------------------------------|--|------------|
| Subconsultants | | \$960.00 |
| Printing and Reproduction Costs | | \$500.00 |
| Mileage/Travel | | \$947.20 |
| Lodging/ Meals | | |
| Other Miscellaneous Costs | | \$1,127.00 |
| TOTALS | | \$3,534.20 |

| Total Project Costs: | | Amount |
|----------------------|---------|--------------|
| Direct Labor Costs | | \$52,649.14 |
| Overhead @ | 172.20% | \$90,661.82 |
| Total Labor Costs | | \$143,310.96 |
| Fixed Fee @ | 13.05% | \$18,702.08 |
| Direct Expenses | | \$3,534.20 |
| PROJECT COST | | \$165,547.24 |


Signature of Responsible Charge

09/24/12
Date

Preliminary Design Final Hours

Project Name: N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project
 Project Number: HSIP-5227(7)
 Control Number: 12944
 Location (City, County): Lincoln, Lancaster
 Firm Name: The Schemmer Associates
 Consultant Project Manager: Mark Luijeharms
 Phone/Email: W: (402) 488-2500 C: (402) 431-6207 / mluijeharms@schemmer.com
 LPA Responsible Charge: Craig Aldridge
 Phone/Email: (402) 416-5349 caldrige@lincoln.ne.gov
 NDOR Project Coordinator: Raitis Tigens
 Phone/Email: (402) 479-3843 / raitis.tigers@nebraska.gov
 Date: 8/10/2012

| TASKS | PERSONNEL CLASSIFICATIONS** | | | | | | | | | | | | Total |
|--|-----------------------------|--------|------|-----|------|------|-----|------|--------|-------|--|--|-------|
| | PR | SR ENG | ENG | DES | TECH | PI | RLS | SCC | S TECH | ADMIN | | | |
| For Preliminary Design | | | | | | | | | | | | | |
| 1. Project Management | | | | | | | | | | | | | |
| a Project Management | 22 | 44 | | | | | | | | | | | 66 |
| b Coordination with Others | | 16 | 8 | | | | | | | | | | 24 |
| c Design Memorandum | | 2 | 4 | | | | | | | | | | 6 |
| 2. General Project Meetings | | | | | | | | | | | | | |
| a Kick-Off Meeting | | 8 | 4 | | | | | | | | | | 12 |
| b Progress Meetings | | 24 | | | | | | | | | | | 24 |
| c Review Meetings | | 8 | | | | | | | | | | | 8 |
| d Plan-in-Hand | | 8 | 4 | | | | | | | | | | 12 |
| 3. Topographic Survey | | | | | | | | | | | | | |
| a Topographical Survey | | | | | | | 8 | 60 | 60 | | | | 128 |
| b Base Map Preparation | | | | | | | 4 | 50 | | | | | 54 |
| c Horizontal Control | | | | | | | 1 | 10 | 10 | | | | 21 |
| d Vertical Control | | | | | | | 1 | 10 | 10 | | | | 21 |
| e Locate Section Corners | | | | | | | 1 | 4 | 4 | | | | 9 |
| f Bench Level Run | | | | | | | 2 | 8 | | | | | 10 |
| g Utility Locates | | | | | | | 2 | 20 | 20 | | | | 42 |
| 4. Right-of-Way Survey | | | | | | | | | | | | | |
| a Right-of-Way Survey | | | | | | | 6 | 40 | 40 | | | | 86 |
| 5. Utility Coordination | | | | | | | | | | | | | |
| a Utility Location / Verification | | 4 | 8 | | 4 | | | | | | | | 16 |
| b Utility Plan Submittals | | 4 | 8 | | 4 | | | | | | | | 16 |
| 6. Public Involvement | | | | | | | | | | | | | |
| a Public Involvement Plan | | 4 | | | | 4 | | | | 1 | | | 9 |
| b Key Stakeholder Outreach | | 8 | 8 | | 4 | | | | | | | | 20 |
| c City Council / County Board | | 4 | 4 | | 4 | | | | | | | | 12 |
| d Open Houses | | 20 | 12 | | 8 | 12 | | | | 4 | | | 56 |
| e Website / Information Materials | | 10 | 10 | | 10 | 108 | | | | | | | 138 |
| f Public Involvement Documentation | | 4 | 4 | | | 4 | | | | | | | 12 |
| 7. Drainage Analysis | | | | | | | | | | | | | |
| a Hydraulic / Hydrologic Analysis | | 8 | 24 | | | | | | | | | | 32 |
| b Preliminary Drainage Studies | | 8 | 24 | | | | | | | | | | 32 |
| 8. Traffic Study | | | | | | | | | | | | | |
| a Traffic Data - 48 hour machine counts | | 4 | | | 19 | | | | | | | | 23 |
| b Traffic Data - Peak hour TMCs | | 1 | | | 10 | | | | | | | | 11 |
| c Projected Year Traffic Volume Forecast | | 2 | 4 | | | | | | | | | | 6 |
| d Traffic Analysis | | 24 | 64 | | 8 | | | | | | | | 96 |
| e Conceptual Alternatives | | 4 | 40 | | | | | | | | | | 44 |
| f Conceptual Engineering | | 4 | 60 | | | | | | | | | | 64 |
| 9. Geotechnical Evaluation | | | | | | | | | | | | | |
| a Data Research | | 4 | | | | | | | | | | | 4 |
| b Design Recommendations | | 3 | 8 | 8 | | | | | | | | | 19 |
| c Geotechnical Report | | 3 | 6 | | | | | | | 2 | | | 11 |
| d Pavement Determination | | 2 | 8 | | | | | | | | | | 10 |
| e 2-K sheets | | | | | | | | | | | | | |
| 10. Environmental Documentation | | | | | | | | | | | | | |
| a Resource Review | | 2 | 4 | | | | | | | | | | 6 |
| b SHPO Letter | | | | | | | | | | | | | |
| c Section 4(f) / 6(f) Evaluation | | | | | | | | | | | | | |
| d Wetland Delineation | | 2 | 4 | | | | | | | | | | 6 |
| e Threatened and Endangered Species | | 1 | 2 | | | | | | | | | | 3 |
| f Environmental Justice | | | | | | | | | | | | | |
| g Farmland | | | | | | | | | | | | | |
| h Hazardous Materials | | | | | | | | | | | | | |
| i Documentation and Revisions | | 8 | 8 | | | | | | | | | | 16 |
| 11. Preliminary Design | | | | | | | | | | | | | |
| a Video / Photo Log | | 4 | | | 8 | | | | | | | | 12 |
| b Design Criteria | | 2 | 4 | | | | | | | | | | 6 |
| c Title Sheet | | | | | 4 | | | | | | | | 4 |
| d Typical Sections | | | 8 | | 8 | | | | | | | | 16 |
| e Aerial Photo Sheets | | | 4 | | 8 | | | | | | | | 12 |
| f Horizontal / Vertical Control Sheets | | | 4 | | 8 | | | | | | | | 12 |
| g General Notes Sheets | | | 4 | | 4 | | | | | | | | 8 |
| h Construction Phasing Plans | | 4 | 8 | | 8 | | | | | | | | 20 |
| i Geometric Sheets | | 2 | 8 | | 16 | | | | | | | | 26 |
| j Constructing / Drainage Sheets | | 4 | 24 | | 16 | | | | | | | | 44 |
| k Removal Sheets | | | 4 | | 16 | | | | | | | | 20 |
| l Plan and Profile Sheets | | 4 | 8 | | 16 | | | | | | | | 28 |
| m Roadway Cross Sections | | 4 | 30 | | 8 | | | | | | | | 42 |
| n Summary of Quantities | | 4 | 24 | | 16 | | | | | | | | 44 |
| o Plan-in-Hand Plans | | 4 | 16 | | 16 | | | | | | | | 36 |
| 12. Quality Assurance / Quality Control | | | | | | | | | | | | | |
| a Quality Assurance / Quality Control | 8 | 24 | 16 | | | | | | | | | | 48 |
| Total Hours | 30 | 304 | 492 | 8 | 223 | 128 | 25 | 202 | 144 | 7 | | | 1,563 |
| Total Days (8 hrs) | 3.8 | 38.0 | 61.5 | 1.0 | 27.9 | 16.0 | 3.1 | 25.3 | 18.0 | 0.9 | | | 195.4 |

CLASSIFICATIONS**:
 PR Principal
 SR ENG Project Manager / Senior Engineer
 ENG Project Engineer/Senior Technician

Consultant
 Estimate of Hours

Preliminary Design Direct Expenses

| | |
|-----------------------------|--|
| Project Name: | N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project |
| Project Number: | HSIP-5227(7) |
| Control Number: | 12944 |
| Location (City, County): | Lincoln, Lancaster |
| Firm Name: | The Schemmer Associates |
| Consultant Project Manager: | Mark Lutjeharms |
| Phone/Email: | W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com |
| LPA Responsible Charge: | Craig Aldridge |
| Phone/Email: | (402) 416-5349 caldridge@lincoln.ne.gov |
| NDOR Project Coordinator: | Raitis Tigeris |
| Phone/Email: | (402) 479-3843 / raitis.tigeris@nebraska.gov |
| Date: | 8/10/2012 |

| Subconsultants: | Quantity | Unit Cost | Amount |
|---------------------------------------|----------|-----------|----------|
| O'Malley Drilling Inc. (Soil Borings) | 1 | \$960.00 | \$960.00 |
| Subtotal | | | \$960.00 |

| Printing and Reproduction: | Quantity | Unit Cost | Amount |
|---|----------|-----------|----------|
| 64 - 34"x22" plan sheets plotted 2 times | | | |
| 64 - 11"x17" half size plan sheets plotted 10 times | | | |
| 5 displays, 32"x40" | 5.00 | \$50.00 | \$250.00 |
| 500 black & white copies | | | |
| 100 color copies | 500 | \$0.50 | \$250.00 |
| Subtotal | | | \$500.00 |

| Mileage/Travel: | Quantity | Unit Cost | Amount |
|-------------------------------|----------|-----------|----------|
| Survey Vehicle Days | 16 | \$55.00 | \$880.00 |
| Geotechnical Engineer Mileage | 120 | \$0.56 | \$67.20 |
| | | | |
| Subtotal | | | \$947.20 |

| Lodging/Meals: | Quantity | Unit Cost | Amount |
|-----------------|----------|-----------|--------|
| | | | |
| | | | |
| Subtotal | | | |

| Other Miscellaneous Costs: | Quantity | Unit Cost | Amount |
|---|----------|-----------|-------------------|
| Miscellaneous Postage, Mailing, Deliveries Etc. | | | |
| Website Domain | 1 | \$870.00 | \$870.00 |
| Geotechnical Field / Lab Expenses | 1 | \$257.00 | \$257.00 |
| Subtotal | | | \$1,127.00 |
| TOTAL DIRECT EXPENSES | | | \$3,534.20 |

| | |
|-----------------------------|--|
| Project Name: | N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project |
| Project Number: | HSIP-5227(7) |
| Control Number: | 12944 |
| Location (City, County): | Lincoln, Lancaster |
| Firm Name: | The Schenmer Associates |
| Consultant Project Manager: | Mark Lutjeharms |
| Phone/Email: | W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schenmer.com |
| LPA Responsible Charge: | Craig Aldridge |
| Phone/Email: | (402) 416-5349 caldridge@lincoln.ne.gov |
| NDOR Project Coordinator: | Railis Tigers |
| Phone/Email: | (402) 479-3843 / railis.tigers@nebraska.gov |
| Date: | 8/10/2012 |

| | |
|----------------|---------|
| Overhead Rate: | 172.20% |
| Fixed Fee: | 13.05% |

| STAFFING PLAN | | |
|---|-------------|------------|
| EMPLOYEE NAME | SALARY RATE | % ASSIGNED |
| Principal | | |
| Steve Kathol | \$56.51 | 100.0% |
| | | \$56.51 |
| Project Manager / Senior Engineer | | |
| Mark Lutjeharms | \$47.39 | 45.0% |
| Doug Holle | \$46.85 | 45.0% |
| Loras Klostermann | \$43.56 | 10.0% |
| | | \$46.76 |
| Project Engineer/Senior Technician | | |
| Shane Swope | \$40.57 | 60.0% |
| Adam Sleeper | \$33.83 | 15.0% |
| Todd Cochran | \$43.91 | 5.0% |
| Darin Brown | \$38.39 | 10.0% |
| Marie Stamm | \$37.22 | 5.0% |
| Nick Wolff | \$32.70 | 5.0% |
| | | \$38.96 |
| Engineer/Senior Technician | | |
| Jon Goldie | \$25.50 | 50.0% |
| Heath Cutler | \$22.25 | 50.0% |
| | | \$23.88 |
| Engineering Technician | | |
| Megan Starnier | \$20.75 | 70.0% |
| Terry Nocita | \$22.18 | 25.0% |
| Chuck Keppard | \$16.40 | 5.0% |
| | | \$20.89 |
| Public Involvement Coordinator | | |
| Tracy Mumford | \$47.16 | 30.0% |
| Taylor Irish | \$19.25 | 70.0% |
| | | \$27.62 |
| Registered Surveyor | | |
| Mark Fredrickson | \$36.67 | 100.0% |
| | | \$36.67 |
| Survey Crew Chief | | |
| Cory Gross | \$28.63 | 40.0% |
| Pat Kirk | \$25.05 | 60.0% |
| | | \$26.48 |
| Survey Technician | | |
| Adam Bessinger | \$19.00 | 30.0% |
| Dustin Shropshire | \$18.00 | 30.0% |
| Don Barry | \$20.49 | 40.0% |
| | | \$19.30 |
| Administrative Assistant | | |
| Megan Starnier | \$20.75 | 90.0% |
| Dawn Kirchert | \$14.25 | 10.0% |
| | | \$20.10 |

Preliminary Design Project Cost

| | |
|-----------------------------|--|
| Project Name: | N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project |
| Project Number: | HSIP-5227(7) |
| Control Number: | 12944 |
| Location (City, County): | Lincoln, Lancaster |
| Firm Name: | The Schemmer Associates |
| Consultant Project Manager: | Mark Lutjeharms |
| Phone/Email: | W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com |
| LPA Responsible Charge: | Craig Aldridge |
| Phone/Email: | (402) 416-5349 caldridge@lincoln.ne.gov |
| NDOR Project Coordinator: | Raitis Tigeris |
| Phone/Email: | (402) 479-3843 / raitis.tigeris@nebraska.gov |
| Date: | 8/10/2012 |

| Direct Labor Costs: | Hours | Rate | Amount |
|-------------------------------------|------------|---------|--------------------|
| Personnel Classification | | | |
| Principal | 2 | \$95.38 | \$190.76 |
| Project Manager / Senior Engineer | 53 | \$61.00 | \$3,233.00 |
| Traffic Engineer | | | |
| Project Engineer | | | |
| Project Designer | 44 | \$42.51 | \$1,870.44 |
| Environmental Scientist/Planner | 166 | \$47.43 | \$7,873.38 |
| Sr. Environmental Scientist/Planner | 31 | \$70.87 | \$2,196.97 |
| Survey Crew Chief | | | |
| Survey Technician | | | |
| Geotechnical Technician | | | |
| Administration | 12 | \$43.64 | \$523.68 |
| TOTALS | 308 | | \$15,888.23 |

| Direct Expenses: | Amount |
|---------------------------------|-------------------|
| Subconsultants | |
| Printing and Reproduction Costs | \$70.00 |
| Mileage/Travel | \$1,068.00 |
| Lodging/ Meals | \$302.38 |
| Other Miscellaneous Costs | \$50.00 |
| TOTALS | \$1,490.38 |

| Total Project Costs: | Amount |
|----------------------|--------------------|
| Direct Labor Costs | \$15,888.23 |
| Overhead @ 163.00% | \$25,897.81 |
| Total Labor Costs | \$41,786.04 |
| Fixed Fee @ 13.70% | \$5,724.69 |
| Direct Expenses | \$1,490.38 |
| PROJECT COST | \$49,001.11 |


Signature of Responsible Charge

09/24/12
Date

Preliminary Design Final Hours

Project Name: N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project
 Project Number: HSIP-5227(7)
 Control Number: 12944
 Location (City, County): Lincoln, Lancaster
 Firm Name: The Schemmer Associates
 Consultant Project Manager: Mark Luljeharms
 Phone/Email: W. (402) 488-2500 C. (402) 431-6207 / mluljeharms@schemmer.com
 LPA Responsible Charge: Craig Aldridge
 Phone/Email: (402) 416-5349 caldrige@lincoln.ne.gov
 NDOR Project Coordinator: Raitis Tigeris
 Phone/Email: (402) 479-3843 / raitis.tigeris@nebraska.gov
 Date: 8/10/2012

| TASKS | PERSONNEL CLASSIFICATIONS** | | | | | | | | | | | | Total |
|--|-----------------------------|--------|--------|-----|-----|------|--------|-----|-------|----|-----|------|-------|
| | PR | SR ENG | TR ENG | ENG | DES | ENV | SR ENV | SCC | STECH | GL | ADM | | |
| For Preliminary Design | | | | | | | | | | | | | |
| 1 Project Management | | | | | | | | | | | | | |
| a Project Management | 2 | 28 | | | | | | | | | 8 | 38 | |
| b Coordination with Others | | | | | | | | | | | | | |
| c Design Memorandum | | | | | | | | | | | | | |
| 2 General Project Meetings | | | | | | | | | | | | | |
| a Kick-Off Meeting | | | | | | | | | | | | | |
| b Progress Meetings | | | | | | | | | | | | | |
| c Review Meetings | | | | | | | | | | | | | |
| d Plan-in-Hand | | | | | | | | | | | | | |
| 3. Topographic Survey | | | | | | | | | | | | | |
| a Topographical Survey | | | | | | | | | | | | | |
| b Base Map Preparation | | | | | | | | | | | | | |
| c Horizontal Control | | | | | | | | | | | | | |
| d Vertical Control | | | | | | | | | | | | | |
| e Locate Section Corners | | | | | | | | | | | | | |
| f Bench Level Run | | | | | | | | | | | | | |
| g Utility Locates | | | | | | | | | | | | | |
| 4 Right-of-Way Survey | | | | | | | | | | | | | |
| a Right-of-Way Survey | | | | | | | | | | | | | |
| 5 Utility Coordination | | | | | | | | | | | | | |
| a Utility Location / Verification | | | | | | | | | | | | | |
| b Utility Plan Submittals | | | | | | | | | | | | | |
| 6 Public Involvement | | | | | | | | | | | | | |
| a Public Involvement Plan | | | | | | | | | | | | | |
| b Key Stakeholder Outreach | | | | | | | | | | | | | |
| c City Council / County Board | | | | | | | | | | | | | |
| d Open Houses | | | | | | | | | | | | | |
| e Website / Information Materials | | | | | | | | | | | | | |
| f Public Involvement Documentation | | | | | | | | | | | | | |
| 7 Drainage Analysis | | | | | | | | | | | | | |
| a Hydraulic / Hydrologic Analysis | | | | | | | | | | | | | |
| b Preliminary Drainage Studies | | | | | | | | | | | | | |
| 8 Traffic Study | | | | | | | | | | | | | |
| a Traffic Data - 48 hour machine counts | | | | | | | | | | | | | |
| b Traffic Data - Peak hour TMCs | | | | | | | | | | | | | |
| c Projected Year Traffic Volume Forecast | | | | | | | | | | | | | |
| d Traffic Analysis | | 8 | | | | | | | | | | 8 | |
| e Conceptual Alternatives | | | | | | | | | | | | | |
| f Conceptual Engineering | | | | | | | | | | | | | |
| 9 Geotechnical Evaluation | | | | | | | | | | | | | |
| a Data Research | | | | | | | | | | | | | |
| b Design Recommendations | | | | | | | | | | | | | |
| c Geotechnical Report | | | | | | | | | | | | | |
| d Pavement Determination | | | | | | | | | | | | | |
| e 2-K sheets | | | | | | | | | | | | | |
| 10 Environmental Documentation | | | | | | | | | | | | | |
| a Resource Review | | 2 | | | | 20 | 6 | | | | | 28 | |
| b SHPO Letter | | 2 | | | | 4 | | | | | | 6 | |
| c Section 4(f) / 6(f) Evaluation | | 1 | | | | 4 | 1 | | | | | 6 | |
| d Wetland Delineation | | 1 | | | 24 | 88 | 16 | | | | | 129 | |
| e Threatened and Endangered Species | | 1 | | | 4 | 8 | | | | | | 13 | |
| f Environmental Justice | | | | | | 4 | | | | | | 4 | |
| g Farmland | | | | | | 2 | | | | | | 2 | |
| h Harardous Materials | | 2 | | | | 12 | 2 | | | | | 16 | |
| i Documentation and Revisions | | 8 | | | 16 | 24 | 6 | | | | 4 | 58 | |
| 11. Preliminary Design | | | | | | | | | | | | | |
| a Video / Photo Log | | | | | | | | | | | | | |
| b Design Criteria | | | | | | | | | | | | | |
| c Title Sheet | | | | | | | | | | | | | |
| d Typical Sections | | | | | | | | | | | | | |
| e Aerial Photo Sheets | | | | | | | | | | | | | |
| f Horizontal / Vertical Control Sheets | | | | | | | | | | | | | |
| g General Notes Sheets | | | | | | | | | | | | | |
| h Construction Phasing Plans | | | | | | | | | | | | | |
| i Geometric Sheets | | | | | | | | | | | | | |
| j Constructino / Drainage Sheets | | | | | | | | | | | | | |
| k Removal Sheets | | | | | | | | | | | | | |
| l Plan and Profile Sheets | | | | | | | | | | | | | |
| m Roadway Cross Sections | | | | | | | | | | | | | |
| n Summary of Quantities | | | | | | | | | | | | | |
| o Plan-in-Hand Plans | | | | | | | | | | | | | |
| 12 Quality Assurance / Quality Control | | | | | | | | | | | | | |
| a Quality Assurance / Quality Control | | | | | | | | | | | | | |
| Total Hours | 2 | 53 | | | 44 | 166 | 31 | | | | 12 | 308 | |
| Total Days (8 hrs) | 0.3 | 6.6 | | | 5.5 | 20.8 | 3.9 | | | | 1.5 | 38.5 | |

CLASSIFICATIONS*:
 PR Principal
 SR ENG Project Manager / Senior Engineer
 TR ENG Traffic Engineer

Subconsultant
 Estimate of Hours

Preliminary Design Direct Expenses

| | |
|-----------------------------|--|
| Project Name: | N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project |
| Project Number: | HSIP-5227(7) |
| Control Number: | 12944 |
| Location (City, County): | Lincoln, Lancaster |
| Firm Name: | The Schemmer Associates |
| Consultant Project Manager: | Mark Lutjeharms |
| Phone/Email: | W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com |
| LPA Responsible Charge: | Craig Aldridge |
| Phone/Email: | (402) 416-5349 caldridge@lincoln.ne.gov |
| NDOR Project Coordinator: | Raitis Tigeris |
| Phone/Email: | (402) 479-3843 / raitis.tigeris@nebraska.gov |
| Date: | 8/10/2012 |

| Subconsultants: | Quantity | Unit Cost | Amount |
|-----------------|----------|-----------|--------|
| | | | |
| Subtotal | | | |

| Printing and Reproduction: | Quantity | Unit Cost | Amount |
|---|----------|-----------|---------|
| 64 - 34"x22" plan sheets plotted 2 times | | | |
| 64 - 11"x17" half size plan sheets plotted 10 times | | | |
| 1 displays, 32"x40" | | | |
| 500 black & white copies | 500 | \$0.10 | \$50.00 |
| 100 color copies | 100 | \$0.20 | \$20.00 |
| Subtotal | | | \$70.00 |

| Mileage/Travel: | Quantity | Unit Cost | Amount |
|---------------------------------|----------|-----------|------------|
| Airfare: Round trips per person | 1 | \$800.00 | \$800.00 |
| Car rental: Days per person | 3 | \$60.00 | \$180.00 |
| Fuel for rental car (gallons) | 5 | \$4.00 | \$20.00 |
| Parking | 2 | \$6.00 | \$12.00 |
| Mileage - Local | 100 | \$0.56 | \$56.00 |
| Subtotal | | | \$1,068.00 |

| Lodging/Meals: | Quantity | Unit Cost | Amount |
|--|----------|-----------|----------|
| Hotel (days per person, Lincoln (\$77 + tax), including taxes) | 2 | \$89.69 | \$179.38 |
| Meals (Lincoln - \$41/day) | 3 | \$41.00 | \$123.00 |
| Subtotal | | | \$302.38 |

| Other Miscellaneous Costs: | Quantity | Unit Cost | Amount |
|---|----------|-----------|-------------------|
| Miscellaneous Postage, Mailing, Deliveries Etc. | 2 | \$25.00 | \$50.00 |
| Website Domain | | | |
| Geotechnical Field / Lab Expenses | | | |
| Subtotal | | | \$50.00 |
| TOTAL DIRECT EXPENSES | | | \$1,490.38 |

**PARSONS
BRINCKERHOFF**

| | |
|-----------------------------|--|
| Project Name: | N. 14th St. & EB Off-Ramp to U.S. Highway 6 Safety Project |
| Project Number: | HSIP-5227(7) |
| Control Number: | 12944 |
| Location (City, County): | Lincoln, Lancaster |
| Firm Name: | The Schemmer Associates |
| Consultant Project Manager: | Mark Lutjeharms |
| Phone/Email: | W: (402) 488-2500 C: (402) 431-6207 / mlutjeharms@schemmer.com |
| LPA Responsible Charge: | Craig Aldridge |
| Phone/Email: | (402) 416-5349 caldridge@lincoln.ne.gov |
| NDOR Project Coordinator: | Raitis Tigeris |
| Phone/Email: | (402) 479-3843 / raitis.tigeris@nebraska.gov |
| Date: | 8/10/2012 |

| Labor Costs: | | Hours | Blended Rate | Amount |
|---------------|-------------------------------------|------------|--------------|--------------------|
| Code | Classification Title | | | |
| PR | Principal | 2 | \$95.38 | \$190.76 |
| SR ENG | Project Manager / Senior Engineer | 53 | \$61.00 | \$3,233.00 |
| TR ENG | Traffic Engineer | | | |
| ENG | Project Engineer | | | |
| DES | Project Designer | 44 | \$42.51 | \$1,870.44 |
| ENV | Environmental Scientist/Planner | 166 | \$47.43 | \$7,673.38 |
| SR ENV | Sr. Environmental Scientist/Planner | 31 | \$70.87 | \$2,196.97 |
| SCC | Survey Crew Chief | | | |
| S TECH | Survey Technician | | | |
| GL | Geotechnical Technician | | | |
| ADM | Administration | 12 | \$43.64 | \$523.68 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTALS | | 308 | | \$15,888.23 |

| | |
|----------------|---------|
| Overhead Rate: | 163.00% |
| Fixed Fee: | 13.70% |

STAFFING PLAN

| STAFFING PLAN | | |
|--|-------------|------------|
| EMPLOYEE NAME | SALARY RATE | % ASSIGNED |
| Principal | | |
| Raja Govindaswamy | \$95.38 | 100.0% |
| | | \$95.38 |
| Project Manager / Senior Engineer | | |
| Karl Fredrickson | \$60.10 | 95.0% |
| Larry Sutherland | \$78.06 | 5.0% |
| | | \$61.00 |
| Traffic Engineer | | |
| | | |
| | | |
| | | |
| | | |
| Project Engineer | | |
| | | |
| | | |
| | | |
| Project Designer | | |
| Lorenzo Sanchez (Design Tech) | \$44.00 | 50.0% |
| Todd Channer | \$41.02 | 50.0% |
| | | \$42.51 |
| Environmental Scientist/Planner | | |
| James Hamilton | \$41.69 | 50.0% |
| Steve Lane | \$51.67 | 40.0% |
| Tim Selover | \$59.16 | 10.0% |
| | | \$47.43 |
| Sr. Environmental Scientist/Planner | | |
| Jennifer Graff | \$72.92 | 50.0% |
| Rhonday Boyer | \$68.81 | 50.0% |
| | | \$70.87 |
| Survey Crew Chief | | |
| | | |
| | | |
| | | |
| Survey Technician | | |
| | | |
| | | |
| | | |
| Geotechnical Technician | | |
| | | |
| | | |

EXHIBIT "C"
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS**

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 1,000,000 Per Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

FEES AND PAYMENTS

EXHIBIT "D"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$24,426.77 and up to a maximum amount of \$190,121.58 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$214,548.35. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. **Out of Scope Services and Consultant Work Orders.** The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to

be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "13.05%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that

the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers,

accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.